

No. 57702

2 Houston Bank & Trust Co.
3 By Pres.

To

Garrett Petroleum Co.

General Warranty Deed.

4 The State of Texas, County of Harris, know all men by these presents: That the Houston Bank & Trust
5 Company, being a Trust Estate operating under a Declaration of Trust, dated January 1st, 1918,
6 recorded in volume 439, page 304, et seq. of the Deed Records of Harris County Texas, reference to
7 which is hereby made and acting herein by its President and Secretary, in keeping with said
8 Declaration of Trust, for and in consideration of the sum of Ten (\$10.00) dollars, and other valuable
9 considerations, receipt of all of which is hereby acknowledged and confessed, have granted, sold
10 and conveyed and by these presents do grant, sell and convey unto the Garrett Petroleum Company,
11 Incorporated, of the County and State aforesaid, said Garrett Petroleum Company to be incorporated
12 under the laws of the State of Texas, and when said charter of the said Garrett Petroleum Company
13 is duly granted, this deed is to become absolute, the following described lands, to wit:

14 Beginning at the southeast corner of the Batman 400 acre tract lying and being situated in Harris
15 County, Texas, from which corner a pine 1 1/4 inches in diameter marked "E" bears north 8 deg 30'
16 east 4 1/2 varas, and a pine 1 1/4 inches in diameter bears north 57 deg west 6 3/8 varas;

17 Thence north along Batman's east line 432 varas to a stake, from which a pine 1 1/2 inches in diameter
18 marked "W" bears south 21 deg east 3 varas a pine 6 inches in diameter bears north 33 deg 30'
19 west 4 1/2 varas and a pine 1 1/2 inches in diameter bears south 80 deg west 8 1/2 varas;

20 Thence east along the north line of the Richard and Robert Vince League, crossing Carpenter's
21 Bayou at 40 varas, 2221 varas in all to a stake set near the north side of the County road same
22 being the north east corner of the Richard and Robert Vince league; Thence south along the east
23 line of the Vince League and west line of the Harris and Carpenter League in said County and State
24 1252 varas to a stake set forth the north east corner of a 190 acre tract, in the name of Hiram Brown,
25 in said Richard and Robert Vince League; Thence west along Hiram Brown's North line 752 varas

26 to a stake set for his north west corner; Thence south along Hiram Brown's West line 483 varas;

27 Thence west therefrom 3036 varas to County Road formerly known as the northward extension of Avenue
28 of the old Penn City Town Site; Thence north 1533 varas with the east line of said road to the
29 intersection of said road with the south line of said Batman 400 acre tract; Thence east along said
30 south line of the said Batman 400 acre tract 1566 varas to the place of beginning, containing
one thousand (1000) acres of land all being in the Richard and Robert Vince League in Harris County,
Texas. The grantor herein also grants to the said Garrett Petroleum Company the right and privilege

31 within three years from this date to lay one pipe line under the lands belonging to the said grantor
32 lying between the lands herein conveyed and the Houston Ship Channel, for the purpose of transporting
33 petroleum or any of its by-products produced from the land herein conveyed or manufactured therein
34 to the said Ship Channel the course of said pipe line to be selected by the officers and agents of

35 the said Garrett Petroleum Company and the grantor or its duly authorized agent and said pipe line
36 to be laid along a course mutually agreed upon by the parties laying out the course of said pipe line

37 in along a route they will be least damaging to the grantor's land and the improvements thereon,
38 said pipeline when laid shall be placed not less than two and one-half feet (2-1/2) under ground
39 and maintained in such manner as to cause no damage or injury to the lands through which it passes

40 or adjacent thereto or to any improvements thereon, the right to maintain said pipe line to continue
41 in full force and effect so long as the said Garrett Petroleum Company or its assigns or successors

42 shall be used continuously for the purposes herein granted and none other. It is expressly provided
43 that the grantor shall not be liable for the purposes herein granted and none other. It is expressly provided

The State of Texas, County of Harris, know all men by these presents: That the Houston Bank & Trust Company, being a Trust Estate operating under a Declaration of Trust, dated January 1st, 1918, recorded in volume 469, page 304, et seq. of the Deed Records of Harris County Texas, reference to which is hereby made and acting herein by its President and Secretary, in keeping with said Declaration of Trust, for and in consideration of the sum of Ten (\$10.00) dollars, and other valuable considerations, receipt of all of which is hereby acknowledged and confessed, have granted, sold and conveyed and by these presents do grant, sell and convey unto the Garrett Petroleum Company, Incorporated, of the County and State aforesaid, said Garrett Petroleum Company to be incorporated under the laws of the State of Texas, and when said charter of the said Garrett Petroleum Company is duly granted, this deed is to become absolute, the following described lands, to-wit:

Beginning at the southeast corner of the Batman 400 acre tract lying and being situated in Harris County, Texas, from which corner a pine 14 inches in diameter marked "E" bears north 8 deg 30' east 4-1/2 varas, and a pine 14 inches in diameter bears north 57 deg west 6-2/3 varas; thence north along Batman's east line 432 varas to a stake, from which a pine 12 inches in diameter marked "M" bears south 21 deg east 3 varas a pine 8 inches in diameter bears north 33 deg 30' west 4-1/2 varas and a pine 12 inches in diameter bears south 80 deg west 8-1/2 varas; thence east along the north line of the Richard and Robert Vince League, crossing Carpenter's Bayou at 40 varas 2221 varas in all to a stake set near the north side of the County Road same bounds to north east corner of the Richard and Robert Vince league; thence south along the east line of the Vince League and west line of the Harris and Carpenter League in the said County and State 1202 varas to a stake set for the north east corner of a 190 acre tract, in the name of Hiram Brown, in said Richard and Robert Vince League; thence west along Hiram Brown's North line 752 varas to a stake set for his north west corner; thence south along Hiram Brown's west line 483 varas; thence west thence from 3035 varas to County Road formerly known as the northward extension of Avenue J of the Old Penn City Town Site; thence north 1333 varas with the east line of said road to the intersection of said road with the south line of said Batman 400 acre tract; thence east along said south line of the said Batman 400 acre tract 1566 varas to the place of beginning, containing one thousand (1000) acres of land all being in the Richard and Robert Vince League in Harris County, Texas. The grantor herein also grants to the said Garrett Petroleum Company the right and privilege within times years from this date to lay one pipe line under the lands belonging to the said grantor, lying between the lands herein conveyed and the Houston Ship Channel, for the purpose of transporting petroleum or any of its by-products produced from the land herein conveyed or manufactured thereon to the said Ship Channel, the course of said pipe line to be selected by the officers and agents of the said Garrett Petroleum Company and the grantor or its duly authorized agent and said pipe line to be laid along a course mutually agreed upon by the parties laying out the course of said pipe line in along a route that will be least damaging to the grantor's land and the improvements thereon. Said pipe line when laid shall be placed not less than two and one-half feet (2-1/2) under ground and maintained in such manner as to cause no damage or injury to the lands through which it passes or adjacent thereto or to any improvements thereon; the right to maintain said pipe line to continue in full force and effect so long as the said Garrett Petroleum Company or its assigns or successors shall use it continually for the purposes herein granted and none other. It is expressly provided that in the event said pipe line should be allowed to fall in disuse and not be used for the purposes herein granted for a period of five (5) years that then in that event the right of the said Garrett Petroleum Company to use said pipe line shall cease and become null and void and notwithstanding of said pipe line as shall pass through the lands of the grantor herein shall thereupon revert to the

grantor. It is further and expressly agreed and understood that one-eighth (1/8) of all of the oil, gas and minerals in and under the land herein conveyed is reserved to the grantor his heirs or assigns, and it is a part of the consideration of this conveyance, that if the grantee or its successors or assigns shall develop oil, gas or other minerals on said lands herein conveyed, that it shall deliver at the well or wells or mines, one-eighth (1/8) of all oil, gas or other minerals, so produced into storage tanks or pipe lines as may be provided or directed by the said grantor his heirs or assigns, free from all incumbrances, and it is further agreed and provided that in the event the grantee herein its successors and assigns, fails to develop oil, gas or other minerals in paying quantities within one year from date hereof, or should cease to produce oil, gas or other minerals in paying quantities for a period of six months at any time on the lands herein conveyed that in that event the grantor reserves for himself his heirs and assigns, the special right to go upon said land and to prospect for oil, gas and other minerals, and to fully develop any source of oil, gas, or other minerals that may be discovered on said land and to take same from said lands, and to store and market the same thereon and therefrom as fully as if this conveyance had not been given and shall be held free of any claim for damages of any kind, first taking his one-eighth (1/8) from the oil, gas or other minerals taken from said land, the other seven-eighths (7/8) being first charged with the expenses incurred in recovering same, the remainder after having paid all expenses to be paid to the grantee herein its successors or assigns.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto, in anywise belonging unto the said Garrett Petroleum Company, its successors or assigns, save and except the one-eighth (1/8) of the oil, gas and other minerals herein reserved, and the rights therein the said Houston Bank & Trust Company, its successors or assigns, hereby warrants and defends forever all and singular the said premises unto the said Garrett Petroleum Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In Witness Whereof the duly authorized officers of the Houston Bank & Trust Company hereunto affix their signatures and cause to be impressed hereon the seal of the Houston Bank & Trust Company this the 4th day of June, 1920.

Houston Bank & Trust Company By B.N.Garrett, President. Attest: C.M.McCollum, Secretary (seal)
(Stamps Can.\$.50).

The State of Texas, County of Harris, Before me a Notary Public in and for Harris County, Texas on this day personally appeared D. N. Garrett, President, and C. M. McCollum, Secretary of the Houston Bank & Trust Company, known to be President and Secretary respectively of the Houston Bank & Trust Company, and to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they execute the same in the capacity therein stated, and for the purposes and considerations therein expressed.

Given under my hand and seal of office this 4th day of June, A.D. 1920.

J.V. Meek, Notary Public in and for Harris County Texas (seat)

Filed for record June 21, 1920 at 8:45 o'clock A.M. Recorded June 22, 1920 at 10:55 o'clock A.M.

Deputy Sheriff - County Jail - Court Harris County Texas, By [Signature]

0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

No. 37703.

Migration Bank & Trust Co.
By Sec. 8

四

C.C. of Resolutions